



**PROCUREMENT OFFICE
2500 WEST NORTH AVENUE
BALTIMORE, MARYLAND 21216**

REQUEST FOR PROPOSAL

RFP # 0003-2023

PROJECT TITLE:

STUDENT HEALTH INSURANCE

ALL PROPOSALS MUST BE RETURNED IN A SEALED ENVELOPE. THE FRONT OF ALL PROPOSAL PACKAGES MUST CLEARLY IDENTIFY PROJECT NUMBER, PROPOSAL DUE DATE, AND TIME.

Coppin State University is committed to ensuring that persons with disabilities are given an equally effective opportunity to participate in and benefit from the University's programs and services. Persons with disabilities who might need reasonable accommodations should contact the issuing office at least 48 hours before any meetings held in connection with the request for proposals at (410) 951-3790

Minority Business Enterprises are Encouraged to Respond to this Solicitation Notice

**Coppin State University
Request for Proposal
No. 0003-2023
STUDENT HEALTH INSURANCE**

**COPPIN STATE UNIVERSITY IS REQUESTING PROPOSALS
FOR THE FOLLOWING PROJECT:**

Request for Proposal No: 0003-2023

Project Title: STUDENT HEALTH INSURANCE

Issuing Office Procurement Office & Business Services
Coppin State University
2500 W. North Avenue
Physical Education Complex Building, Room 265
Baltimore, MD 21216-3698
Attn.: Mr. Thomas E. Dawson, Jr., C.P.M.
(410) 951-3792
Fax: (410) 523-6311

RFP Package Available: Date: March 31, 2023
Posted on eMaryland Marketplace

Pre-Proposal Conference Date: N/A
Time: N/A
Place: N/A

Deadline for Questions Date: April 14, 2023

Proposal Due Date: Date: April 28, 2023
Time: 3:00 PM
Place: Coppin State University
Procurement Office & Business Services
Physical Education Complex Building, Room 265
2500 W. North Avenue
Baltimore, MD 21216-3698

Proposal Bond: No

Performance Bond: No

Payment Bond: No

Form of Proposal: As instructed

Duration of Proposal Offer: Proposals are to be valid for one hundred and twenty (120) days following the closing date for this RFP. This period may be extended by written mutual agreement between the vendor and the University. The University reserves the right to reject any or all proposals.

Note: Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's ability to fulfill the requirements of the RFP.

ALL PROPOSALS MUST BE SUBMITTED TO COPPIN STATE UNIVERSITY, THE OFFICE OF PROCUREMENT IN THE PHYSICAL EDUCATION COMPLEX BUILDING , ROOM 265, 2500 W. NORTH AVENUE, BALTIMORE, MD 21216, ATTN: MR. THOMAS DAWSON, C.P.M., ASST. VP FOR PROCUREMENT & BUSINESS SERVICES

TABLE OF CONTENTS

Section I Introduction (pages 6-8)

- 1.1 Coppin State University
- 1.2 Issuing office and Procurement Officer
- 1.3 Schedule of Events
- 1.4 Questions and Inquiries
- 1.5 RFP Addenda & Amendments
- 1.6 Duration of Offers
- 1.7 Pre-Proposal Conference
- 1.8 Closing date and Required Delivery
- 1.9 Anticipated Contract Term
- 1.10 Performance & Payment Bond
- 1.11 Reserved Rights
- 1.12 Small Business Program

Section II Solicitation Requirements, Contract Terms and Conditions (pages 9-27)

A. Solicitation Requirements

- 1. Public Information Act Notice
- 2. Minority Firms
- 3. Arrearage
- 4. Bid/Proposal Affidavit
- 5. Discrimination
- 6. Termination
- 7. Tax Exemption
- 8. Omissions in Bids
- 9. Bid Acknowledgment
- 10. Bid Sheet Submittal
- 11. Bid Protests
- 12. Bidder's Responsibility
- 13. Contract Supervision
- 14. Contract Transferability
- 15. RFP Addenda and Amendments
- 16. The Contract Will:
- 17. Out-of-State Firms
- 18. Bid Signature
- 19. Insurance
- 20. Performance and Payment Bond
- 21. Proprietary Rights
- 22. Liquidated Damages
- 23. Evidence of Responsibility

B. Contract Terms and Conditions

- 1. Changes
- 2. Procurement Regulations
- 3. Coppin State University Terms and Conditions
- 4. Cancellation of IFB; Rejection of Offers; Waivers of Technicalities
- 5. Oral Discussion
- 6. Incurred Expenses
- 7. Acceptance of Terms and Conditions
- 8. Economy of Preparation
- 9. Multiple Bid or Alternate Bid
- 10. Firm's Responsibilities
- 11. Parties to the Contract

12. Discretion in Determining Deviation and Compliance
13. Proprietary Rights
14. Conflicts of Interest
15. Award of Contract, Term and Extensions
16. Maryland Public Ethic Law, Title 15
17. Prohibition Against Shift in Maryland Income to Out-Of-State
18. Eligibility to Purchase
19. Contract Modifications
20. Non-Hiring Employees
21. Maryland Law Prevails
22. Non-Discrimination in Employment
23. Contingent Fee Prohibition
24. Multi-Year Contracts Contingent upon Appropriation
25. Disputes
26. Site Investigation
27. Differing Site Conditions
28. Termination for Default-Damages for Delay-Time Extensions
29. Termination for Convenience of the University
30. Delays and Extensions of Time
31. Variations in Estimated Quantities
32. Suspension of Work
33. Notice of Pre-Existing Regulations
34. Payment of State Obligations
35. Financial Disclosure
36. Political Contribution Disclosure
37. Retention of Records
38. Compliance with Laws
39. Cost and Price Certification
40. Intellectual Property
41. Conflict of Interest of Law
42. Anti-Bribery
43. Tax Exemption
44. Delivery
45. Non-Assignment
46. EPA Compliance
47. Occupational Safety and Health Act (OSHA)
48. Incorporation by Reference
49. Special Conditions
50. Software Contracts
51. Gramm-Leach-Bliley Act of 1999
52. Immigration Reform and Control ACT of 1986
53. Mandated Contractor Reporting of Suspected Child Abuse and Neglect
54. Method of Award
55. Procurement Officer
56. Project Manager

Section III Supplemental Terms and Conditions(pages 28-29)

Section IV Specifications/General Requirements (pages 30-38))

Section V Evaluation and Selection Criteria (page 39-40)

- 5.1 Evaluation and Selection Committee
- 5.2 Evaluation Procedure
- 5.3 Qualifying Proposals
- 5.4 Technical Evaluation
- 5.5 Financial Evaluation
- 5.6 Final Ranking and Selection

- 5.7 Discussions, Best and Final Offers
- 5.8 Criteria for Technical Evaluation

Section VI Information Required in Firm's Proposal (pages 41-43)

- 6.1 Transmittal Letter and Submission
- 6.2 Two Volume Submission
- 6.3 Volume I – Technical
- 6.4 Volume II - Financial

Section VII Appendices(pages 44-61)

- Appendix A – Vendor Information Sheet
- Appendix B – Notice of Offerors/Contractors
- Appendix C – Bid/Proposal Affidavit
- Appendix D – Conflict of Interest Information/
- Appendix E – Conflict of Interest Affidavit and Disclosure
- Appendix F – Affidavit Concerning Investments in Iran
- Appendix G – Contract Affidavit
- Appendix H – Sample Contract

ATTACHMENTS:

- Attachment A – Summary of Insurance Benefits
- Attachment B – Utilization Reports

**Coppin State University
Request for Proposals
No. CSU 0003-2023
Student Health Insurance**

SECTION I: INTRODUCTION

1.1 Coppin State University

Coppin State University hereinafter referred to as "CSU" or the "University", desires to contract with a professional firm to provide STUDENT HEALTH INSURANCE as outlined in this RFP.

1.2 Issuing Office and Procurement Officer

The issuing office and designated procurement officer for this RFP is:

Issuing Office:	Administration & Finance Division
Department:	Procurement Office and Business Services
Mailing Address:	Coppin State University 2500 W. North Avenue Baltimore, Maryland 21216
Campus Office Location:	Physical Education Complex
Phone:	(410) 951-3792
Facsimile No.:	(410) 523-6311
Email address:	thdawson@coppin.edu
Procurement Officer:	Thomas E. Dawson, Jr., C.P.M.

1.3. <u>Schedule of Events</u>	<u>Date</u>
Solicitation Released	March 31, 2023
December Deadline for Receipt of Questions	April 14, 2023
Proposal Due Date	April 28, 2023

The sole point of contact in the State for purposes of this RFP is the Procurement Officer or his/her designee. No State or University employee, official, or representative has authority to change the requirement of this solicitation, except the Procurement Officer or his/her designated representative. Any attempts to contact any members of the evaluation committee or to circumvent this procedure in any manner may be grounds for disqualification of the vendor(s) from the procurement process.

1.4 Questions and Inquiries

All communications regarding this solicitation are to be made solely through the Procurement Officer or his/her designee. Only information communicated by the Procurement Officer or his/her designee shall be the official position of the University. Questions regarding this solicitation may be directed verbally to the Procurement Officer or the designee; however, the Procurement Officer reserves the right to require that the vendor submit the question in writing. Questions may be submitted via facsimile @410-523-6311 or emailed to thdawson@coppin.edu.

All questions should be submitted in a timely manner to the Procurement Officer by **April 14, 2023**. In the case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of his/her time to research and communicate an answer, decide whether he/she can answer an untimely submitted question before the bid due date. Questions will receive a written reply in the form of an Addendum. Copies of replies will also be sent to all other bidders, but without identification of the inquirer.

1.5 RFP Addenda & Amendments

All RFP addenda and Amendments shall become a part of the RFP. Each Firm must acknowledge receipt of addenda, by completing and returning it with their Technical Offer. Failure of a Firm to acknowledge any addendum shall not relieve the Firm of complying with the terms thereof.

1.6 Duration of Offers

Proposals submitted in response to this RFP are irrevocable for 120 days from the proposal due date. Any submitted modifications to the proposal are irrevocable for 120 days from the date of submission, and the new time period includes the original response.

1.7 Pre-Proposal Conference

There will not be a pre-proposal conference for this RFP.

1.8 Closing Dates and Required Delivery

In order to be considered, submittal of one (1) original and three (3) copies each of the Technical Proposal and one original and two (2) copies of the Financial Proposal (in separate sealed envelopes) must arrive at the Issuing Office by no later than **3:00 pm April 28, 2023**. Offerors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Office of Procurement. Proposal submittals must include Bid/Proposal Affidavit (Appendix C).

Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered. Proposals will be opened in accordance with the provisions of COMAR 21.05.03.02G. There will be no public proposal opening of either the technical or financial proposals. The register of proposals shall be opened to public inspection after award of contract.

1.9 Anticipated Contract Term

The term of the contract will be for a three (3) year period, with option for the University to renew for two (2) additional one year periods.

~~1.10. Performance and Payment Bond N/A~~

~~A 100% Performance Bond and Payment Bond shall be required and shall be submitted by the successful bidder upon Notice of Award, and shall be renewed each year of award.~~

1.11 Reserved Rights

The University reserves the right to reject any and all proposals or to accept any proposal in the interest of Coppin State University. For the same reason, the University reserves the right to waive any informally in a proposal.

1.12 Small Business Reserve Program

The Small Business Reserve Program requires state agencies to reserve 10 % of its contracting dollars for bid solely by small businesses. The Program is intended to allow small businesses to be able to bid for state contracts without competing with larger, more established businesses. For more information on how to register as a Small Business, please contact Department of General Services via email at sbadmin@dgs.state.md.us or in writing to State of Maryland, Department of General Services, Small Business Reserve Program, 301 West Preston Street, Room M-3, Baltimore, Maryland 21201.

[END OF SECTION I]

Coppin State University
Request for Proposals
No. CSU 0003-2023
Student Health Insurance

SECTION II: SOLICITATION REQUIREMENTS, CONDITIONS AND CONTRACT TERMS

A. Solicitation Requirements and Conditions

1. Public Information Act Notice

Contractors should give specific attention to the identification of those portions of their proposals or bids that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Contractors must clearly identify each and every section that is deemed to be confidential, proprietary or a trade secret (it is **NOT** sufficient to preface your proposal with a proprietary statement or to use a page header or footer that arbitrarily marks **all** pages as confidential). Any individual section of the proposal that is not labeled as confidential with an accompanying statement concerning the rationale for its claimed confidentiality shall be considered public information.

2. Minority Firms

Minority Business Enterprises are encouraged to respond to this Request for Bid, Request for Quotation or solicitation. (For more information see the enclosed Vendor Information Sheet).

3. Arrearage

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in the arrears in the payment of any obligation due and owing the University or the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of this contract if selected for contract award.

4. Bid/Proposal Affidavit

The attached bid/proposal affidavit must be completed, signed, and returned with the contractor's bid. Each Bidder if a corporation; shall complete the enclosed Bid Affidavit and submit with its bid or Proposal.

5. Discrimination

The Contractor hereby assures the University that Contractor is in compliance with all relevant Federal and State laws and executive orders prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, or condition handicap.

6. Termination

This request for Proposal implies no obligation on the part of Coppin State University, and any contractual agreements entered into as a result of this quotation may be terminated at any time without cause by or cost to Coppin State University.

7. Tax Exemption

Coppin State University is an agency of the State of Maryland and is therefore, exempt from all Federal, State and Municipal taxes (Tax Exempt No. 30002563). The successful bidder must withhold all applicable State and Federal taxes and Social Security taxes from anyone under their employ.

8. Omissions in Bids

Should there be any omissions and/or unclear specifications or general conditions, it shall be the responsibility of the bidder to clarify such items with the University before submitting a bid.

9. Bid Acknowledgment

The act of submitting a bid is to be considered acknowledgment by the bidder that he has visited the site, taken field measurements where applicable and is familiar with the conditions and requirements affecting the work. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract to complete the work for the consideration set forth in his bid. The Bidder shall be responsible for reading very carefully and understanding completely the requirements and specifications of the items bid upon. The bid due time will be and must be scrupulously observed. **Under no circumstances will bid delivered after the time specified be considered.**

10. Bid Sheet Submittal

Bid prices should be submitted on either the enclosed bid sheet (if applicable) or on the vendor's letterhead (containing the name and address of the vendor). On bids involving option year prices, please indicate on the bid sheet the year being covered by the bid.

11. Bid Protests

Any "interested party" may "protest" against the award of a contract by notifying the Procurement Officer indicated herein in writing within the time frame and manner called for in COMAR 21.10.02. If the alleged improprieties become known prior to the bid opening, a protest should be filed prior to the bid opening.

12. Bidder's Responsibility

Before award of a contract, the University may require the bidder to submit such evidence of its responsibility as they may deem appropriate and may consider any information available to them from any source concerning the qualifications and abilities of the bidder. Bidders may be required to make an oral presentation to the Issuing Office for the purpose of clarifying their bid.

13. Contract Supervision

The supervision of the performance of this Contract is vested in the Office of Capital Planning & Contracts Project Manager or his/her designee.

14. Contract Transferability

The contract may not be transferred. The Contractor may not subcontract, in whole or in part, any portion of this contract unless specific permission has been granted in writing prior to the commencement of any work.

15. RFP Addenda and Amendments

All addenda and amendments issued by the University shall become a binding part of the specifications and will be incorporated into the contract.

16. The Contractor will:

- A. Provide, at own expense, all required equipment not provided by the University. The Contractor shall repair, replace, and supplement such equipment to the extent necessary to insure efficient and satisfactory operation. Ownership of such equipment shall be vested in the Contractor.

- B. Pay for all permits, licenses, fees, and sales tax and to give all notices and comply with all laws, ordinances, rules and regulations of the County of Baltimore, the State of Maryland and the Government of the United States.
- C. The Contractor shall use reasonable care in the use of space assigned to him, and upon termination of the contract shall leave such space in as good condition as when received except for ordinary wear and tear, and damage or destruction beyond his control and not due to his fault or negligence.
- D. The Contractor shall maintain and operate the facilities and services included in the contract in a courteous, efficient and orderly manner, and in conformance with all applicable building, health, and other laws and regulations.

17. Out-of-State Firms

When awarding any contract by competitive bidding, the University as an agency of the State of Maryland must give preference to the lowest "responsive" bid from a Maryland resident firm over that of a non-resident firm if the State in which the non-resident firm is located gives a resident firm preference.

18. Bid Signature

This bid must be signed by an owner, partner, or in the case of a corporation, the President, Vice President, Secretary or other corporate officer.

19. Insurance

The Contractor must agree to indemnify and save harmless Coppin State University of Maryland and the State of Maryland from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the performance of the contract, vandalism and acts of God excepted. Unless otherwise noted, the Contractor must provide and maintain liability insurance naming both the Contractor and Coppin State University of Maryland as Joint Assureds with a combined single limit of at least \$1,000,000 for Personal Injury and Property Damage. The Contractor shall furnish Coppin State University of Maryland with a certificate showing that such insurance is in effect and that the protection afforded unless the policy will not be canceled or reduced until at least twenty (20) days prior notice is sent to Coppin State University by the insurance company or agent, such notice being sent by registered mail. The Contractor must provide and maintain for the life of this agreement, appropriate coverage for such employees as are required to be covered by the provisions of the Workmen's Compensation Law.

20. Performance and Payment Bond - N/A

~~The Contractor shall have 15 days from date of notice to proceed or sign contract to obtain and furnish Performance and Payment Bonds. The Performance Bond is 100% of the Contract Price.~~

21. Proprietary Rights

The responses produced as a result of this IFB/RFP and all information produced for the University shall become the sole property of the University and any reproduction, resale or reuse of this Information without the express written consent of the University will be prohibited.

22. Liquidated Damages

Time is an essential element of the contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount of \$350.00 per day, provided, however, that due account shall be taken of any

adjustment of specified completion time(s) for completion of work as granted by approved change orders.

24. Evidence of Responsibility

Prior to the award of a Contract pursuant to this IFB/RFP, the Procurement Officer may require a Firm to submit such additional information as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information available to him/her concerning the financial, technical, and other qualifications and abilities of the Firm.

B. Contract Terms and Conditions

1. CHANGES

- (a) The procurement officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:
 - 1. In the specifications (including drawings and designs);
 - 2. In the method or manner of performance of the work;
 - 3. In the State-furnished facilities, equipment, materials, services, or site; or
 - 4. Directing acceleration in the performance of the work.
- (b) Any other written order or an oral order, including a direction, instruction, interpretation or determination, from the procurement officer that causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the procurement officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
- (c) Except as herein provided, no order, statement, or conduct of the procurement officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
- (d) Subject to paragraph F, below, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under B, above, shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the University is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.
- (e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under (1), above, or the furnishing of written notice under (2), above, submit to the procurement officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the University. The statement of claim hereunder may be included in the notice under (2), above.
- (f) Each contract modification or change order that affects contract price shall be subject to the prior written approval of the procurement officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of

the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

- (g) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

2. Procurement Regulations

This solicitation shall be conducted in accordance with the University System of Maryland Procurement Policies and Procedures.

3. Coppin State University Terms and Conditions

This IFB and Contract is subject all terms and conditions set forth in the General Terms and Conditions and Supplemental Terms and Conditions

4. Cancellation of IFB; Rejection of Offers; Waiver of Technicalities

The University reserves the right to cancel this IFB, to reject any or all offers received, or to waive minor irregularities in offers when it appears in the best interest of the University and the State of Maryland to do so. This IFB creates no obligation on the part of the University to award a Contract.

5. Oral Discussion

Discussions may be conducted with qualified Firms. If the University feels that such discussions and substantiate any of the areas of the Bid submitted, as well as its own qualifications for the required services. The discussions should not exceed one half hour. Firms shall not be reimbursed for any expenses they may incur in attending discussion sessions, including but not limited to travel expense.

6. Incurred Expenses

Neither the University nor the State of Maryland is responsible for any expenses that a Firm may incur in preparing and submitting a Bid or in making oral presentations of its Bids.

7. Acceptance of Terms and Conditions

By submitting a Bid in response to this IFB, the Firm accepts the terms and conditions set forth in this IFB.

8. Economy of Preparation

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Firm's capabilities to satisfy the requirements of this IFB. Emphasis should be on completeness and clarity of content.

9. Multiple Bid or Alternate Bid

Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder. The provisions of this regulation shall be set forth in the solicitation and, if multiple or alternate bids are allowed, it shall specify their treatments.

10. Firm's Responsibilities

The University will enter into a contractual agreement with selected firm only. The selected firm shall be responsible for all products and services as required by this IFB. Other firms, if any, must be identified and a complete description of their role relative to the Bid must be included. These auxiliary firms must submit any of their terms and conditions with their Bid.

11. Parties to the Contract

The Contract to be entered into as a result of this IFB (the "Contract") shall be by and between the Contractor and the University. It shall be substantially in the form as specified in the Bid Affidavit, Contract Affidavit and Sample Contract attached hereto as appendices and incorporated by reference herein.

12. Discretion in Determining Deviation and Compliance

The Procurement Officer shall determine which Firms have met the requirements of this IFB. The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this IFB is substantial in nature, and the Procurement Officer may reject non-conforming Bids. In addition, the Procurement Officer may reject in whole or in part any and all Bids, waive minor irregularities in Bids, allow a Firm to correct minor irregularities, and negotiate with all responsible Firms in any manner deemed necessary to serve the best interests of the University.

13. Proprietary Rights

The responses produced as a result of this IFB and all information produced for the University shall become the sole property of the University and any reproduction, resale or reuse of this information without the express written consent of the University will be prohibited.

14. Conflicts of Interest

The Firm shall identify any potential or actual conflicts of interest which presently exist or which may arise if the Firm were to serve as the University Contractor and shall describe how it proposes to resolve such conflicts.

15. Award of Contract, Term and Extensions

Award of Contract will be made as soon as possible. The Contract term shall commence on the date the contract is executed on behalf of the University or such later date as the University and the Contractor shall agree.

16. Maryland Public Ethics Law, Title 15

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or Bid, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, State Government Article, SS 15-502.

If the bidder/Firm has any questions concerning application of the State Ethics law to the bidder/Firm's participation in this procurement, it is incumbent upon the bidder/Firm to seek advice from the State Ethics Commission, 45 Calvert St., 3rd floor, Annapolis, MD 21401. The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/Firm to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics law. The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

17. Prohibition against Shift in Maryland Income to Out-Of-State Affiliates

The Firm may not, for any period during the Contract terms, seek to reduce the amount of Firm's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other intangible property associated with the Firm. The Firm agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, the Firm and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes, in such a manner that Firm does not claim a deduction against Maryland income tax for such payments, and the affiliated company receiving the royalty or similar payment files Maryland income tax returns and pays Maryland tax returns and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Firm does business. The Firm agrees that it is authorized to bind its affiliated entities to the terms hereof.

18. Eligibility to Purchase

By submitting an offer to sell, the successful firm(s) agree to extend the offered prices (hourly rates for labor, if applicable) to all State of Maryland Governmental Agencies: any County or Baltimore City; and Municipal Corporation, and any public or quasi-public agency that receives State money and is exempt from taxation under 501 (C)(3) of the IRS code.

19. Contract Modifications

The procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of any contract resulting from this solicitation in any one or more of the following:

- (a) Drawings, designs, and specifications;
- (b) In the method, quantity, or manner of performance of work;
- (c) In any University furnished facilities, equipment, place of performance of the services, materials, services, or site;
- (d) Directing acceleration in the performance of the work;
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the procurement officer.

The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or Contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. NON-HIRING OF EMPLOYEES

No employee of the State or any unit thereof whose duties as such employee include matters relating to or affecting the subject matter of this contract shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

21. MARYLAND LAW PREVAILS

The laws of Maryland shall govern the interpretation and enforcement of this Contract.

22. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a) above, in any subcontract except a subcontract for standard commercial supplies or raw materials and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

23. CONTINGENT FEE PROHIBITION

The Contractor warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee agent working for the Contractor to solicit or secure any agreement resulting from this solicitation and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of any agreement resulting from this solicitation.

24. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATION

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

25. DISPUTES

- (a) This contract is subject to the USM Procurement Policies and Procedures.
- (b) Except as otherwise provided in this contract or by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.
- (c) As used herein, claim means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.
- (d) Within 30 days after contractor knows or should have known of the basis for a claim relating to this contract, contractor shall file a written notice of claim with the procurement officer.
- (e) Contemporaneously with, or within 30 days after, the filing of a notice of claim, contractor shall submit the written claim to the procurement officer. If contractor so requests, the procurement officer, on conditions the procurement officer deems satisfactory to the unit, may extend the time in which contractor must submit the claim. An example of when a procurement officer may grant an extension includes situations in which the procurement

officer finds that a contemporaneous or timely cost quantification following the filing of the notice of claim is impossible or impractical.

- (f) The claim shall set forth all the facts surrounding the controversy. Contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of the claim.
- (g) The procurement officer shall mail or deliver written notification of the final decision within:
 - 1. 90 days after the procurement officer receives the claim if the claim is an amount for which the Appeals Board accelerated procedure, set forth in COMAR 21.10.06.12, may be used;
 - 3. 180 days after the procurement officer receives the claim for a claim not covered under §G(1) of this regulation; or
 - 3. A longer period that the procurement officer and contractor agree to in writing.
- (8) The final decision may award a contract claim only for those expenses incurred not more than 30 days before contractor was initially required to have filed the notice of claim.
- (9) The procurement officer's decision is the final action of the University. If the procurement officer fails to render a final decision within the time required, contractor may deem the failure to be a final decision not to pay the claim.
- (10) If the final decision grants the claim in part and denies the claim in part, the University shall pay contractor the undisputed amount. Payment of the partial claim is not an admission of liability by the University and does not preclude the University from recovering the amount paid if a subsequent determination modifies the final decision.
- (11) Contractor may file a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of notice of the decision.
- (12) Pending resolution of a claim, contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

26. SITE INVESTIGATION

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the University, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The University assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the University."

27. DIFFERING SITE CONDITIONS

- (a) The Contractor shall promptly, and before such conditions are disturbed, notify the procurement officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The procurement officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract,

whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

- (b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (1) above; provided, however, the time prescribed therefore may be extended by the University.
- (c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract."

28. TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the University may, by written notice to the Contractor, terminate his right to proceed with the work or the part of the work as to which there has been delay. In this event the University may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work the materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the University resulting from his refusal or failure to complete the work within the specified time.
- (b) If fixed and agreed liquidated damages are provided in the contract and if the University so terminates the Contractor's right to proceed, the resulting damage shall consist of such liquidated damages until a reasonable time as may be required for final completion of the work together with any increased costs occasioned the University in completing the work.
- (c) If fixed and agreed liquidated damages are provided in the contract and if the University does not so terminate the Contractor's right to proceed, the resulting damage shall consist of these liquidated damages until the work is completed or accepted.
- (d) The Contractor's right to proceed may not be so terminated nor the contractor charged with resulting damages if:
 - (1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the University, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within 10 days from the beginning of any such delay (unless the procurement officer grants a further period of time before the date of final payment under the contract), notifies the procurement officer in writing of the causes of delay. The procurement officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Disputes" clause of this contract.
- (e) If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the

provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the University, the contract shall be equitably adjusted to compensate for the termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

- (f) The rights and remedies of the University provided in this clause are in addition to any other rights and remedies provided by law or under this contract. "(7) As used in paragraph (4) (a) of this clause, the term 'subcontractors or suppliers' means subcontractors or suppliers at any tier."

29. TERMINATION FOR CONVENIENCE OF THE UNIVERSITY

- (a) The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the procurement officer shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) After receipt of a Notice of Termination, and except as otherwise directed by the procurement officer, the Contractor shall:
 - (1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - (2) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;
 - (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by Notice of Termination;
 - (4) Assign to the University in the manner, at the times, and to the extent directed by the procurement officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (5) Settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts, with the approval or ratification of the procurement officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
 - (6) Transfer title and deliver to the University, in the manner, at the times and to the extent, if any, directed by the procurement officer,
 - (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and
 - (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University;
 - (7) Use his best effort to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the procurement officer, any property of the types referred to in (f) above; provided, however, that the Contractor

- (i) shall not be required to extend credit to any purchaser, and
 - (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the procurement officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the University to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the procurement officer may direct;
- (8) Complete performance of such part of the work as may not have been terminated by the Notice of Termination; and
 - (i) take such action as may be necessary, or as the procurement officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the University has or may acquire an interest. The Contractor may submit to the procurement officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the procurement officer, and may request the University to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the University shall accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the procurement officer upon removal of the items, or if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.
- (c) After receipt of a Notice of Termination, the Contractor shall submit to the procurement officer thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- (d) Subject to the provisions of paragraph (3), the contractor and the procurement officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price' as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the procurement officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determined or affect the amount or amounts which may be agreed upon to be paid to the contractor pursuant to this paragraph.
- (e) In the event of the failure of the Contractor and the procurement officer to agree, as provided in paragraph (4), upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the procurement officer shall pay to the Contractor the amounts determined by the procurement officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4).
 - (1) With respect to all contract work performed before the effective date of the Notice of Termination, the total (without duplication of any items) of:
 - (i) The cost of the work;

- (ii) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in paragraph (2)(e) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor before the effective date of the Notice of Termination of Work under this contract, which amounts shall be included in the cost on account of which payment is made under (i) above; and
 - (iii) A sum, as profit on (i) above, determined by the procurement officer, to be fair and reasonable; provided, however, that if it appears that the contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
- (2) The reasonable cost of the preservation and protection of property, incurred pursuant to paragraph (2) (i); and any other reasonable cost incidental to termination of work under this contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this contract.

The total sum to be paid to the Contractor under (a) above, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the University shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under (a) above, the fair value, as determined by the procurement officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the University, or to a buyer pursuant to paragraph (2) (g).

- (f) Costs claimed, agreed to, or determined pursuant to (3), (4), (5), and (9) hereof shall be in accordance with the USM Procurement Policies and Procedures as in effect on the date of this contract.
- (g) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes", from any determination made by the procurement officer under paragraph (2), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of such time, he shall have no such right of appeal. In any case where the procurement officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the University shall pay to the Contractor the following: (a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the procurement officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.
- (h) In arriving at the amount due the Contractor under this clause there shall be deducted (a) all unliquidated advance or other payments or account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the University may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the University.
- (i) If the termination hereunder be partial, the Contractor may file with the procurement officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the procurement officer.

- (j) The University may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the procurement officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the University upon demand, together with interest computed at the legal rate for the period from the date such excess payment is received by the contractor to the date on which the excess is repaid to the University; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of the retention or disposition, or a later date as determined by the procurement officer by reason of the circumstances.
- (k) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this contract, preserve and make available to the University at all reasonable times at the office of the Contractor but without direct charge to the University, all his books, records, documents and other evidence bearing on the costs and expenses of the contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the procurement officer, photographs, microphotographs, or other authentic reproductions thereof.

30. DELAYS AND EXTENSIONS OF TIME

The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or Contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

31. VARIATIONS IN ESTIMATED QUANTITIES

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this contract, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the date of final settlement of the contract, ascertain the facts and make the adjustment for extending the completion date as in his judgment the findings justify."

32. SUSPENSION OF WORK.

- (a) The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as he may determine to be appropriate for the convenience of the University.

- (b) If the performance of all or any part of the work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the procurement officer in the administration of this contract, or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by an unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is excluded under any provision of this contract.
- (b) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the procurement officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of a suspension, delay, or interruption, but not later than the date of final payment under the contract."

33. NOTICE OF PRE-EXISTING REGULATIONS

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

34. PAYMENT OF STATE OBLIGATIONS

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

35. FINANCIAL DISCLOSURE

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

36. POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with Article 33, Section 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person received in the aggregate \$100,000 or more, shall file with the State Administration Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administration Board of Election Laws:

- (a) before a purchase or execution of a lease or contract by the University, a county, an incorporated municipality, or their agencies, and shall cover the proceeding two calendar years; and

- (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6-month period ending July 31.

37. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for three years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times.

38. COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that:

- (a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- (b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the terms of this Contract;
- (c) It shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- (d) It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

39. COST AND PRICE CERTIFICATION

The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- (a) negotiated contract, of the total contract price is expected to exceed \$100,000, or a small amount set by the procurement officer; or
- (b) a change order or contract modification, \$100,000 or a small amount set by the procurement officer.
- (c) the price under this Contract any change order or modification hereunder, including profit or, fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which

40. INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement or trademark, or copyright violation, arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

41. CONFLICT OF INTEREST OF LAW

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a part, unless such officer, employee or agent has

previously complied with the provisions of Article 40A, 3-101 et seq. of the Annotated Code of Maryland.

42. ANTI-BRIBERY

- (a) Vendors and Contractors are required to be aware of Maryland Code, State Finance and Procurement Article 12-101 which requires that any person convicted of bribery, attempted bribery, or conspiracy to the bribe based upon acts committed after July 1, 1977, in the obtaining of a contract from the disqualification pursuant to Maryland Code, State Finance and Procurement Article 12-101 from entering into a contract with the State or any county or other subdivision of the State, for the supply of materials, supplies, equipment or services by the person.
- (b) By executing any subsequent Contract as a result of this solicitation the Contractor affirms under the penalties of perjury that to the best of its knowledge, neither it nor any of its officers, directors, partners or any of its employees directly or indirectly involved in obtaining contracts with the State of Maryland, or any county or subdivision of the State has been convicted of, or have pleaded nolo contendere to a charge of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

43. TAX EXEMPTION

The State is generally exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Taxes and Transportation Taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

44. DELIVERY

Delivery shall be made in accordance with the bids specifications. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid shall be delivered FOB the point or points specified prior to or on the date specified in the bid. Any material that is defective or fails to meet the terms of the bid specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Vendors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

45. NON-ASSIGNMENT

Vendors or Contractors shall not sell, transfer, or otherwise assign its obligation under any subsequent contract or any portion thereof, or of its rights, title, or interests therein, without prior written notice to the University.

46. EPA COMPLIANCE

Materials, supplies, equipment or services shall comply in all respects with the Federal Noise Act of 1972, where applicable.

47. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

48. INCORPORATION BY REFERENCE

All terms and conditions of the Purchase Order including the Vendor's Proposal, Proposal affidavit, Contract Affidavit, any amendments, addenda or changes and the Contractor's

response to the IFB shall be incorporated by reference to this Contract. These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.

49. SPECIAL CONDITIONS

The Contractor must take into consideration the fact that the schedule of school must be continued as usual during the progress of the work when classes are in session. The safety of the Students and Teachers requires that nothing shall be done in any way to block the streets in or about the exits or exits themselves. Neither shall there be any unauthorized interference with the free and unobstructed use of hallways, stairways, toilets and rooms. When necessary for Employees to work in any portion of the premises normally occupied by classes, application must be made before entering therein to perfect a working agreement with class instructors or building coordinators so that the work may be carried forward in a manner to interfere as little as possible with the class sessions. The University reserves the right to disapprove any employee of the Contractor who does not conduct himself in a satisfactory manner.

50. SOFTWARE CONTRACTS.

As specifically provided by Section 21-104, Commercial Law Article, Maryland Annotated Code, the parties agree that this Agreement shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 21 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This Agreement shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland.

Vendor agrees that as delivered to Buyer, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically upon the occurrence of selected conditions, or manually on command of Vendor.

51. GRAMM-LEACH-BLILEY ACT OF 1999

The Contractor agrees that in performing its obligations under this contract, the Contractor shall comply with all requirements of a non-affiliated third-party who receives a financial institution's consumer or customer information, under the Gramm-Leach-Bliley Act of 1999, and applicable regulations thereto (the "GLB Act") and other applicable federal and state consumer privacy acts, rules and regulations. Nonpublic personal information shall have the same meaning as that term is defined in the GLB Act.

- (a) The Contractor Agrees to disclose such nonpublic personal information for the sole purpose of facilitating the Contractor's performance of its duties and obligations under this contract and will not disclose such nonpublic personal information to any other party unless such disclosure is (i) allowed by the GLB Act and consented to by the Customer, or (ii) compelled by law, in which case the Contractor will provide notice of such disclosure to the Customer.
- (b) The Contractor represents and warrants that it will, for so long as it retains nonpublic personal information, implement and maintain in place the necessary information security policies and procedures for (i) protecting the confidentiality of such nonpublic person information, (ii) protecting against any anticipated threats or hazards to the

security or integrity of such nonpublic personal information, and (iii) protecting against the unauthorized access to or use of such nonpublic personal information. These terms apply to all subcontractors employed by the contractor who perform work under the scope of this agreement.

52. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Requirement Contractor warrants and represents that it is currently in compliance, and that during the term of this contract it will remain in compliance, with the Immigration Reform and Control Act of 1986, and that it will obtain original valid employment verification documentation from all its employees on a timely basis as required by law and regulation. This requirement also applies to all subcontractors hired by Contractor.

53. Mandated Contractor Reporting of Suspected Child Abuse and Neglect

Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – Policy on the Reporting of Suspected Child Abuse & Neglect, as well as the University Procedures for Reporting Suspected Child Abuse and Neglect. The above-referenced USM/University Policy and Procedures are available in full at the following link: <http://www.usmh.usmd.edu/regents/bylaws/SectionVI/> and are incorporated herein. The University reserves the right to terminate the contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of the University, termination is necessary to protect the safety and welfare of children who come into contact with the University community

54. METHOD OF AWARD

The contract is to be awarded based on the evaluation of criteria in this RFP.

55. PROCUREMENT OFFICER:

The Procurement Officer for this contract is:

Mr. Thomas E. Dawson, Jr., C.P.M.
Assistant Vice President for Procurement and Business Services
Coppin State University
2500 W. North Avenue
Baltimore, MD 21216
410-951-3792

All questions pertaining to this RFP should be directed to the Procurement Officer.

56. PROJECT MANAGER

The Project Manager for this contract:

Dr. Shavon Darden
Associate Director, Community Health Center
Coppin State University
2500 W. North Avenue
Baltimore, MD 21216

[END OF SECTION II]

**Coppin State University
Request for Proposals
No. 0003-2023
Student Health Insurance**

SECTION III: SUPPLEMENTAL TERMS AND CONDITIONS

1. Each offeror, if a corporation, shall complete the enclosed Proposal Affidavit and submit with its proposal.
2. The Contractor hereby assures the University that Contractor is in compliance with all relevant Federal and State laws and executive orders prohibiting discrimination on the basis of race, color, religion, sex, national origin, age or condition handicap.
3. This request for proposal implies no obligation on the part of Coppin State University, and any contractual agreements entered into as a result of this quotation may be terminated at any time without cause by or cost to Coppin State University.
4. Coppin State University is an agency of the State of Maryland and is therefore, exempt from all Federal, State and Municipal taxes (Tax Exempt No. 30002563). The successful offeror must withhold all applicable State and Federal taxes and Social Security taxes from anyone under their employ.
5. Offerors must guarantee to hold prices quoted firm for one hundred and twenty (120) days after the opening date of the proposal unless otherwise noted in the proposal specifications.
6. Should there be any omissions and/or unclear specifications or general conditions, it shall be the responsibility of the offeror to clarify such items with the University before submitting a proposal.
7. The act of submitting a proposal is to be considered acknowledgment by the offeror that he has visited the site, taken field measurements where applicable and is familiar with the conditions and requirements affecting the work. Failure to do so will not relieve a successful offeror of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract to complete the work for the consideration set forth in his proposal.
8. The offeror shall be responsible for reading very carefully and understanding completely the requirements and specifications of the items proposal upon. The proposal due time will be and must be scrupulously observed. **Under no circumstances will proposal delivered after the time specified be considered.** Proposal prices should be submitted on either the enclosed proposal sheet (if applicable) or on the vendor's letterhead.
9. This proposal must be signed by an owner, partner, or in the case of a corporation, the President, Vice President, Secretary or other corporate officer.
10. Contractor must agree to pay for all permits, licenses, fees, and sales tax and to give all notices and comply with all laws, ordinances, rules and regulations of the County of Baltimore, the State of Maryland and the Government of the United States.

11. The University reserves the right to disapprove any employee of the Contractor who does not conduct himself/herself in a satisfactory manner.
12. This proposal must be signed by an owner, partner, or in the case of a corporation, the President, Vice President, Secretary or other corporate officer.
13. Contractor must agree to pay for all permits, licenses, fees, and sales tax and to give all notices and comply with all laws, ordinances, rules and regulations of the County of Baltimore, the State of Maryland and the Government of the United States.
14. The purpose of this Request for Proposal (RFP) is to select from among competing proposals the optimum combination of price and service to meet the requirements outlined herein. Proposals will be independently evaluated and ranked considering all the specifications contained herein. Technical merit will have a greater weight than price.
15. INTELLECTUAL PROPERTY - WORK FOR HIRE: Work for Hire. Contractor understands and agrees that any and all materials and deliverables that are subject to copyright protection and are developed in connection with the performance of this contract (Works) shall constitute a work for hire as that term is defined in the Copyright Act of 1976, as amended. As a result, all right, title and interest in and to all such Works shall belong exclusively to the University, including without limitation all copyrights and other intellectual property rights therein.

[END OF SECTION III]

**Coppin State University
Request for Proposal
No. 0003-2023
Student Health Insurance**

SECTION IV: SCOPE OF SERVICES AND SPECIFICATIONS

FOR STUDENT HEALTH INSURANCE

SCOPE

The University intends to procure a health insurance program for its eligible students. This will consist of mandatory enrollment of all full-time undergraduate students taking 12 or more credit hours. Domestic students have an option to waive out of the plan each semester by providing evidence of comparable health insurance coverage.

ENROLLMENT

The University had an enrollment of 2006 students for the fall 2022 semester and 1808 for spring 2023 semester.

STATEMENT OF NEED

Although a number of Coppin students work full-time, attend classes at night, and may have health insurance through employment, many of our students are traditional, day students. The need for health insurance is particularly acute among the full-time day students, since most are covered through employment of their parents' family insurance plans. The Affordable Care Act requires plans and issuers that offer dependent coverage to make the coverage available until a child reaches the age of 26. Both married and unmarried children qualify for this coverage. This rule applies to all plans in the individual market and to new employer plans. Individual comprehensive health insurance coverage is very costly, and the limited coverage often is inappropriate for this age group. Therefore Coppin students and their parents are interested in student group health insurance.

Many of our students do not have any type of health insurance and others depend on Medicaid. However, the drastic cuts in the Medicaid budget have made eligibility requirements more stringent, and the current trend indicates that further cuts in students will be responsible for financial debts incurred as a result of illness or injury.

INTERNATIONAL STUDENTS

They will be required to purchase the University group health insurance consistent with the policies of Congress and the Immigration and Naturalization Service established in 8 U.S.C. 1101(a)(15)(F)(I) and the Regulations thereunder.

NURSING STUDENTS

Nursing students represent another component of our student population that traditionally seeks group rate health and accident insurance. The Dean of Nursing continues to express the need for a good group plan that will meet the special needs of nursing students.

PRESENT PLAN

Coppin State University currently (2022-2023) has a mandatory health insurance plan with a hard waiver. The plan is underwritten by United Healthcare Student Resources. There is a basic premium for the student, with an option which allows the student to add spouses and children for an additional premium.

PROPOSED SYSTEM

Coppin State University desires to make health insurance available for all full-time students, at a group rate. Part-time students would not be pre-billed but would be allowed to sign-up by paying the premium at the same rate.

PROPOSED OPERATIONAL PROCEDURES FOR THE NEW PLAN

Since the University is using a computerized billing system, all full-time students would receive itemized bills with a charge for student health insurance which covers them for the semester they are enrolled in University. A brief statement including information about a waiver will be included in the bill. The students pay the entire bill and then apply for a refund of the insurance premium charged if they are granted a waiver.

The list of enrolled and waived students will be reconciled between Coppin State and the vendor once this is complete for the fall and spring semesters the vendor will issue an invoice to Coppin State for premium payments related to that semester. The insurance company will generate a list of insured students and issue policy- holder cards to those students. The card will include all essential information. Brochures outlining specific benefits and limitations of the policy will be available in the Division of Student Affairs Office, Counseling Center, the CSU Community Health Clinic and other designated sites throughout the University. They may be mailed to each student at the beginning of each semester along with other pertinent information. The successful vendor will also be required to attend orientation sessions at the beginning of the fall and spring semesters to explain the benefits of the plan to Coppin State students.

CONTRACT SPECIFICATIONS

1. The term of the contract will be for a three year period, with option for the University to renew on a for two (2) additional one year periods. Written notice of intention by the Insurance Company to adjust premium rates for the next policy year shall be given to the University not less than 90 days prior to the renewal date. ALL PRICES SHALL REMAIN FIRM FOR YEARS ONE (1) THROUGH THREE (3). The increase in the fourth, fifth and the option years shall not exceed the Consumer Price Index for All Urban Consumers (CPI-U) as published by the Federal Government for the DC/MD/VA/WV Region for the latest available 12-month period.
2. Proposor must agree to write the policy in such a manner as to clearly indicate without any question or doubt all benefits provided as set forth in the specifications.
3. Only insurance companies licensed to do business and doing business in the State of Maryland shall be considered. No Company or closely held affiliate of such Company which is in receivership, rehabilitation, or conservation on the date bids are due shall be considered. Companies are required to have an A.M. Best rating of A or higher.
4. The health insurance program is sponsored by the University; for the benefit of the students. The group insurance contract will be with Coppin State University.
5. It is understood and agreed that the rates quoted under these specifications include quantity discounts or adjustments. Rates must be made available to students and dependents and quoted in WHOLE dollar amounts.
6. Utilization reports shall be provided on a semi-annual basis by the Company and an annual utilization report shall be furnished as soon as possible after the close of each policy year, but under no circumstances later than ninety (90) days after the renewal date.

7. The successful insurance company is to provide toll-free telephone access to insured students for claim inquiries and for confirmation of coverage to “Health Care Providers”.
8. It is specifically understood and agreed that the successful insurance company shall perform all services in connection with the administration of the student insurance program. The successful insurance company shall provide the University with a list of insured students after each registration period, verifying the premium collected.
9. It shall be the responsibility of the successful insurance company:
 - a. To provide an IDENTIFICATION CARD to each enrollee showing that he/she is insured, together with instructions on how to claim benefits under the policy. All ID cards shall be furnished and attached to the brochure.
 - b. To make available to all students of the University, a brochure setting forth the benefits provided in the policy, such brochure is to be approved by the University.
 - c. The successful insurance company will be responsible for printing, stuffing envelopes with appropriate return address, and mailing, of health insurance brochures as described in 9B. The University will provide mailing labels without charge.
 - d. The insurance company will be responsible for direct mailing these envelopes, via first class mailing from where the printing and stuffing of the brochures occur.
 - e. In addition, the successful insurance company shall be prepared to notify the following of the pre-certification requirement: (1) All insured students (via ID card, brochure and insert letter); (2) All providers in the Baltimore area (hospital admissions/administrators and walk-in emergency clinics via letter). Pre-certification posters must be provided to the University for display throughout the campus.
10. All statements made by the University and contained in these specifications shall, in the absence of fraud, be deemed representations and not warranties and no such statement shall void the group insurance contract or refuse the benefits under the contract.
11. Failure of successful insurance company to comply with the specifications shall give the University the right to cancel after thirty (30) days written notice and require that the company make pro-rate reimbursements to policyholders.
12. These bid specifications shall become, and are to be considered, a part of the group health insurance contract.
13. “Injury” wherever used in the policy means bodily injury resulting directly, and independent or all other causes, by external means, in loss covered by the policy, and caused by an accident sustained by the insured while the policy is in force as to such insured. “Sickness” wherever used in the policy means sickness or disease causing loss commencing while the policy is in force as to the insured whose sickness is the basis of claim.
14. No eligible student shall be refused coverage for any reason subject to exclusions or formalities.

15. The University reserves the right to reject any and all bids to waive any informalities or formalities.
16. The insurance company shall report monthly to the University, in a manner acceptable to the University Community Health Center details on each claim received by the insurance company. These details to include: (a) date of receipt of claim, (b) amount being claimed itemized by each vendor, (c) any payments made and where differences or amount claimed and payment made must be clearly indicated, and (d) grand total of amount claimed, and grand total or payments made, itemized by vendor.
17. Enrollment is allowed any time during the semester with no reduction in rate from the start of the Semester.
18. All rates are to be guaranteed for years one, two and three of the contract.
19. Students enrolled are to be covered twenty-four (24) hours per day anywhere in the world.
20. Eligibility: All full-time undergraduate students will be eligible for enrollment in the plan, and the cost of the plan will be added to their bill. Part-time students may enroll by paying the appropriate premium. Eligible students may also insure their dependents. Eligible dependents are the spouse and unmarried children under 26 years of age.
21. The insurance company must pay the cost of printing the brochures, identification cards, claim forms, 8½ x 11 letter, number (10) envelope and a number (9) business reply envelope, and cost of postage
20. The insurance company must pay for a student to work with the Health Insurance Program, in the Coppin Community Health Clinic ten (10) hours per week a minimum \$10.00 per hour (if necessary to assist students with enrollment.
21. The insurance company must provide a negotiated preferred provider agreement (PPA) with neighboring hospitals and physicians.
22. The insurance company must provide a company representative on-campus during registration, for the Fall and Spring semesters and sponsor a health insurance fair in the fall and spring semesters.
23. The insurance company must provide access to the claims office to facilitate claims administration.
24. The insurance company must provide a short-term coverage option for those students who are no longer eligible for the group insurance coverage; premium to be paid by student directly to the company.
25. The insurance company must provide repatriation benefits.
26. The insurance company must provide materials for advertising the health insurance plans and promote wellness initiatives.
27. The insurance company must guarantee rates based upon a documented loss ratio.

PROGRAM AND PLAN SPECIFICATIONS

HEALTH INSURANCE PROGRAM

Schedule of Medical Expense Benefits

No less than \$100,000 Maximum Benefit In Plan as Specified Below (For Each Injury or Sickness)

No more than \$150 Deductible (Per Insured Person, Per Policy Year)

The Policy shall provide benefits for the Usual & Customary Charges incurred by an Insured Person for loss due to a covered Injury or Sickness at no less than a Maximum Benefit of \$100,000 for each Injury or Sickness.

If care is received from the Preferred Provider any Covered Medical Expenses will be paid. If a Preferred Provider is not available in the Network area, benefits will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred due to a Medical Emergency, benefits shall be paid. In all other situations, reduced or lower benefits will be provided when on Out-of-Network provider is used.

The CSU Community Health Center (CHC) will be utilized as the on-campus health facility. No referral is required for treatment at the CHC. The \$150 Deductible will be waived for treatment provided at the School of Nursing CHC.

DETAILS OF THE PLAN

ELIGIBILITY AND TERMINATION PROVISIONS

Eligibility: Each person who belongs to one of the “Classes or Persons to Be Insured” as set forth in the Application is eligible to be insured under the policy.

The eligibility date for dependents of the Named Insured (as defined) shall be determined in accordance with the following:

1. If a Named Insured has dependents on the date he or she is eligible for insurance; or
2. If a named insured acquires a dependent after the effective date, such dependent becomes eligible:
 - a. On the date of the named insured marries the dependent; or
 - b. On the date the named insured acquires a dependent child who is within the limits of a dependent, unmarried child set forth in the “definition” section of the policy.

Eligible persons may be insured under the policy subject to the following:

1. Payment of premium as set forth on the policy cover page; and,
2. Application to the company for such coverage.

Effective date: Insurance under this policy shall become effective on the later of the following dates:

1. The effective date of the policy; or
2. The date premium is received by the Administrator.

Termination Date: The coverage provided with respect to any insured person shall terminate on the earliest of the following dates:

1. The last day of the period through which the premium is paid; or
2. The date the policy terminates.

Extension of benefits after termination: The coverage provided under the policy ceases on the termination date. However, if an insured is hospital confined on the termination date from a covered injury or sickness for which benefits are payable before the termination date, covered medical expenses will continue to be paid as long as the condition continues:

The total payments made in respect of the insured for such condition both before and after the termination date will never exceed the maximum benefit.

GENERAL PROVISIONS

Entire contract changes: The policy, including the riders and attached papers, if any, and the application of the Policyholder shall constitute the entire contract between the parties. No agent has authority to change the policy or to waive any of its provisions. No change in the policy shall be valid until approved by an executive officer of the company and unless such approval be endorsed hereon or attached hereto. Such a rider or attachment shall be effective without the consent of the insured person but shall be without prejudice to any claim arising prior to its effective date.

All statements and descriptions in the application, or in negotiations therefor, by or in behalf of the insured, shall be deemed to be representations and not warranties. Misrepresentations, omissions, concealment or facts, and incorrect statements shall not prevent a recovery under the policy unless: (1) they are fraudulent; (2) they are material either to the acceptance of the risk or to the hazard assumed by the company; or (3) the company in good faith would either not have issued the policy, would not have issued it at the same premium rate, would not have issued the policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been known to the company as required either by the application for the policy or otherwise.

Payment of Premium: All premiums are payable in advance for each semester in accordance with the Company's premium rates. The full premium must be paid even if the correct premium is received after the policy effective date. The premium will not be prorated or reduced for late enrollees. There will be no refunds to students who cancel coverage under the policy; unless the insured enters the armed forces.

Premium adjustments involving return of unearned premiums to the policyholder will be limited to a period of 12 months immediately preceding the date of receipt by the company of evidence that adjustments should be made. Premiums are payable to the company.

Notice of Claim: Written notice of claim must be given to the company or to one of its authorized agents within 90 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the named insured to the company with information sufficient to identify the named insured shall be deemed notice to the company.

Claim Forms: Upon receipt of a notice of claim, the company will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of written notice the claimant shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and extent of the loss for which claim is made.

MATERNITY BENEFIT

Benefits will be paid for normal pregnancy and normal childbirth. Amounts payable for specific services under this benefit are limited by the schedule of benefits.

Covered Medical Expenses Include:

1. Physician's Visits
2. Diagnostic Services
3. Obstetrical/Surgical Procedures
4. Hospital Room and Board, and
5. Hospital Miscellaneous Expenses

Benefits will be paid as for any other illness

Benefits shall be paid for in vitro fertilization services to the same extent as the benefits provided for other pregnancy-related procedures provided that:

1. The patient's oocytes are fertilized with the patient's partner's sperm
2. The patient and the patient's partner have a history of infertility of at least five years duration
3. The infertility is associated with one or more of the following medical conditions:
 - a. Endometriosis
 - b. Exposure in utero to diethylstilbestrol, commonly known as DES; or
 - c. Blockage of, or surgical removal of, one or both fallopian tubes (lateral or bilateral salpingectomy).
4. The patient has been unable to attain a successful pregnancy through any less costly
5. applicable infertility treatments for which coverage is available under the policy; and
6. The in vitro fertilization procedures are performed at medical facilities that conform to the American University of Obstetrics and Gynecology guidelines for in vitro fertilization clinics or to the American Fertility Society Minimal standards for programs of in vitro fertilization.

(PLEASE SEE ATTACHMENT A – SUMMARY OF BENEFITS)

[END OF SECTION IV]

**Coppin State University
Request for Proposals
No. 0003-2023
Student Health Insurance**

SECTION V: EVALUATION AND SELECTION CRITERIA

5.1 Evaluation Committee

All Proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation Committee to review and rate the proposals. The Committee may request additional technical assistance from any source within the State.

5.2 Classification of Proposals

The Procurement Officer shall review each proposal for compliance with all necessary specifications and requirements of this RFP. Failure to comply with any specification or requirement will normally disqualify a firm's proposal. The term, "qualified firm" includes only those responsible firms that submitted proposals initially classified by the Procurement Officer as reasonably susceptible of being selected for award. The term does not include those firms that submitted proposals not reasonably susceptible of being selected for award or that are not deemed responsible.

The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Officer may waive or permit to be cured minor irregularities in a proposal, which are immaterial or inconsequential in nature whenever it is determined to be in the University's best interest.

5.3 Evaluation and Recommendation

The evaluation shall be based on the evaluation factors set forth in the RFP. Technical proposals and Financial Proposals shall be evaluated independently of each other. Firms are advised that for purposes of evaluation, technical merit is of greater importance than financial merit.

Based on its evaluation of the technical and financial proposals, the Evaluation Committee will make a recommendation to the procurement officer for the award of the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, considering both technical and financial factors as set forth in the RFP.

5.4 Evaluation Criteria

The evaluation of proposals will be made from the criteria as listed below. The criteria for the technical evaluation are listed in order of importance. Please see Section VI for submission of information required in Firm's proposals.

A. Technical Considerations

The criteria that will be used by the University for the evaluation of proposals for this procurement are listed below in descending order of relative importance:

- | | |
|-------------------------------------------|-----|
| • Vendor Qualifications | 20% |
| • Schedule of Benefits | 20% |
| • Customer Services | 20% |
| • Implementation Proposal | 10% |
| • Data Management/Report Plans | 10% |
| • Cost for Student Health Insurance Plans | 20% |

B. Financial Considerations

The financial evaluation will include the Firm's proposed fixed fees the Price Proposal must be submitted in a sealed envelope separate from the technical proposal.

5.5 Negotiation of Award of Contract

Conversations and negotiations may be held to promote further understanding of CSU's requirements, the Firm's proposal, and to facilitate arrival at a Contract most advantageous to CSU and the Firm. CSU reserves the right to accept the best offer, as submitted, without further conversations or negotiations, and may do so. In addition, CSU may select a Firm based on the Firm's initial written proposal and oral discussion, if any, without further negotiation. If the University cannot reach timely agreement on contract terms or language with firms initially recommended, the University reserves the unilateral right to negotiate a contract with the next best offer. Acceptable Firms may be asked to submit their **best and final proposal** for consideration by the RFP evaluation committee.

5.6 Unable to Submit a Proposal

Vendors that are unable or unwilling to submit a proposal on the requirements are requested to indicate why in a brief explanation.

[END OF SECTION V]

**Coppin State University
Request for Proposals
No. 0003-2023
Student Health Insurance**

SECTION VI: INFORMATION REQUIRED IN FIRM'S PROPOSAL

6.1 Transmittal Letter and Submission

A transmittal letter prepared on the Firm's business stationery referencing the proposal title and number should accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief. An individual, who is authorized to bind the firm to all statements, including services, revenue and prices contained in the proposal, should sign the letter.

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the financial section is distributed to the Subcommittee. Consequently, each proposal must be submitted as two separate enclosures:

Volume I Technical
Volume 11 Financial

The Procurement Officer must receive one (1) original and three (3) copies of the letter and the proposal, in a sealed envelope, captioned **Student Health Insurance RFP No. 0003-2023**; and referencing the due date at the issuing office no later than **May 6, 2023 by 3:00 p.m.** The proposal should not exceed fifty (50) pages, excluding exhibits and reports, and shall be prepared in a clear and concise manner. The proposal must contain the sections as indicated below. Responses should be presented in the order given.

6.2 Volume I – Technical

The Volume I Technical Proposal should include concise responses to the technical considerations.

Technical proposals must be submitted in sealed packages, separate and apart from the financial proposal. The envelope must contain the firm's name, the Proposal or Solicitation Number, the proposal due date, and be clearly marked Volume I Technical Proposal. The technical proposals must be page-numbered and prepared in a clear and concise manner. It must address all parts of this solicitation. **Do not include price information in the Technical Proposals**

Section A: Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal. In four pages or less, include an overview to the proposal which includes the following:

- Offeror's Experience and Brief History
- Information related to the company's true name, corporate officers, national and regional office.

- Information related to the Offeror's experience in college and university student health insurance
- Information related to Offeror's size and financial stability.
- Brief synopsis of the proposal and Offeror's ability to meet the requirements of the RFP.

Section B: Offeror Qualifications

The purpose of the Offeror Qualifications section is to determine the ability of the Offeror to respond to this Request for Proposal. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

Provide information on Offeror's experience in providing student health insurance operations at institutions of higher education or other similar organizations, including but not limited the following information:

- Name of the company and location of principal office.
- State the number of years the company has provided student health and accident service
- Please provide three (3) references from Universities or similar institutions (University references preferred)
- Attach a listing of the Universities and/or similar institutions presently underwritten by the company.
- List the current toll free number to the claim office
- Give the name, address and telephone number of the agency which will be fully responsible for any and all service of the University's needs under the student insurance contract (if applicable)

Section C: Customer Services

Include the programs in place and those you will implement in the areas needed to service this Contract. Include programs such as local representation, ease of contact, flexibility, access to customer service staff via phone and electronic access; multicultural/diversity training programs; foreign language translators and internal training. The Summary of Benefits shown in this RFP does not include the full listing of benefits. Please refer to Attachment A, Plan Document and Summary Plan Description. Customer services are to include a listing of pharmacies for students from which they can choose for their prescriptions.

Section D: Implementation Proposal

Describe the steps involved in the creation and implementation of your plan from the ground up.

Section E: Data Management

Please describe current technological systems (administrative and clinical) including electronic interfaces, and experiences in linking with campuses as well as provider networks.

Section F: Reports

Please provide a sample of each report you can provide for us for purposes of management and utilization data (these pages will not be counted as part of the 50-page maximum submission).

- Please state the percentage of the gross premiums that will be retained for all costs

- Will the difference between 100% and the percent for retention shown above be available for the payment of student claims, and if so, state the percentage. If not, explain the reserving formulas
- We require an A.M. Best rating of A or better. Provide the A.M. report on your company.
- Provide a copy of your current claim utilization reports.
- Provide a copy of your current explanation of benefits report.
- Provide a copy of your current list of insured reports.
- Provide a description of your cost containment package.
- Pre Certification:
 - A. Are Board certified specialists involved in pre-certification?
 - B. List the current toll free pre-certification number
 - C. List two (2) pre-certification references. Include name college/university and telephone number
- Only insurance companies having a student policy filed and approved in Maryland can be considered. Please provide proof of such or your proposal will not be considered.

Section G: Vendor Information Sheet, Bid Proposal Affidavit

State law requires that each proposal submitted include a Bid/Proposal Affidavit. A copy of this affidavit is included in this solicitation (Appendix B). Vendors are required to complete the form and include it as part of their Technical Proposal. Failure to submit the Bid/Proposal Affidavit may render your proposal as non-responsive. Other Affidavits (Appendices E, F & G) are not required to be submitted but are desirable.

Section H: Addenda Acknowledgment Form

Should an addendum or addenda be issued to this solicitation, all vendors submitting responses must acknowledge receipt of same. Vendors are required to use this document for acknowledgment, identifying all addenda by number and date and then signing the document and including it with your Technical Proposal.

6.3 Volume II - Financial

Please submit this section separate from the Technical section in a sealed envelope.. The envelope should be labeled with the firm's Name, the Proposal Number and marked Volume II, Financial. Offerors must submit one (1) original and six (6) copies of the financial price proposal. Financial proposals will be for services for the period July 1, 2018 through June 30, 2021.

[END OF SECTION VI]

**Coppin State University
Request for Proposals
No. CSU 0003-2023
Student Health Insurance**

SECTION VII: APPENDICES

- A) VENDOR INFORMATION FORM
- B) NOTICE TO VENDORS/CONTRACTORS
- C) BID/PROPOSAL AFFIDAVIT
- D) CONFLICT OF INTEREST INFORMATION
- E) CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE
- F) AFFIDAVIT CERTIFICATION REGARDING INVESTMENTS IN IRAN
- G) CONTRACT AFFIDAVIT
- H) SAMPLE CONTRACT

**Coppin State University
Request for Proposals
No. CSU 0003-2023
Student Health Insurance**

VENDOR INFORMATION SHEET

FIRM: _____

TELEPHONE NO. _____ FAX NO. _____

SALES ADDRESS: _____

CITY & STATE _____ ZIP _____

EMAIL ADDRESS: _____

REMIT TO ADDRESS IF DIFFERENT FROM SALES ADDRESS

ADDRESS: _____

CITY & STATE _____ ZIP _____

FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER: _____

INCORPORATED IN THE STATE OF: _____

The undersigned certified that the Bidder (IS _____) (IS NOT _____) a Certified Minority Business Enterprise.

CERTIFICATION NUMBER/EXPIRATION DATE:

Department of Transportation _____

NOTE: Certifications must be renewed each year. Please ensure that your certification has been renewed.

Signature of Authorized Officer _____ Date _____

Typed Name of Authorized Officer _____

Signature of Witness _____ Date _____

NOTICE TO BIDDERS/CONTRACTORS

In order to help us improve the quality of State Bids solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid/proposal, or no bid/proposal, as the case may be. Thank you for your assistance.

Proposal/Bid No. _____ **Entitled** _____

1. If you have responded with a "no bid", please indicate the reason(s) below:
 - ☐ Other commitments preclude our participation at this time.
 - ☐ The subject of the solicitation is not something we ordinarily provide.
 - ☐ We are inexperienced in the work/commodities required.
 - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - ☐ The scope of work is beyond our present capacity.
 - ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
 - ☐ We cannot be competitive. (Explain in REMARKS section.)
 - ☐ Time allotted for completion of the Proposal/bid is insufficient.
 - ☐ Start-up time is insufficient.
 - ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
 - ☐ Proposal/Bids requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - ☐ MBE requirements. (Explain in REMARKS section.)
 - ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - ☐ Payment schedule too slow.
 - ☐ Other: _____
2. If you have submitted a bid or proposal but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (_____) - _____

Address: _____

PROPOSAL/BID AFFIDAVIT**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT: I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. NOT USED**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES (*applicable if an MBE goal is set*)**

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES (*if applicable to the solicitation*)

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (2) Been convicted of any criminal violation of a state or federal antitrust statute;
 - (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
 - (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), (4) or (5), above;
 - (7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
 - (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated code of Maryland will provide, directly or indirectly, supplies, services, architectural services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of and that the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$10,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contribution in excess of \$100 to a candidate in any primary or general election.

K. DRUG AND ALCOHOL-FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs and alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace,
 - (ii) The business' policy of maintaining a drug and alcohol-free workplace,
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by K(2)(b), above;
 - (h) Notify its employees in the statement required by §K(2)(b) above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement, and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination, or
 - (ii) Require an employee to satisfactorily participate in a *bona fide* drug or alcohol abuse assistance or rehabilitation program; and,
 - (k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)-(j), above.
- (3) If the business is an individual, the individual shall certify and agree, as set forth in K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic ☐) (foreign ☐) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable, so state.)

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT: The business has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of the Contract.

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- (1) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- (2) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- (3) The bidder or offeror warrants that, except as disclosed in §(4), below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- (4) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

- (5) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

O. CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

- (1) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

P. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and, (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

Company Name: _____

FEIN No: _____

CONFLICT OF INTEREST INFORMATION

- A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State contract shall provide notice of the requirement of this regulation.
- B. "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- C. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict of interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.
- E. After award the State may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.
- F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.
- G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach sheets if necessary):
- _____
- _____
- _____
- _____
- _____
- E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

**AFFIDAVIT
CERTIFICATION REGARDING INVESTMENTS IN IRAN**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of
(business) _____ and that I possess the legal authority
to make this Affidavit on behalf of myself and the contractor for which I am acting.

B. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

CONTRACT AFFIDAVIT**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT: I am the (title) _____ and
the duly authorized representative of (business) _____ and
that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**I FURTHER AFFIRM THAT:**

- (1) The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

NAME: _____

ADDRESS: _____

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

B. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT to the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal/Bid Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ **BY:** _____
(Authorized Representative and Affiant)

Typed Name of Witness _____

SAMPLE CONTRACT

**COPPIN STATE UNIVERSITY
2500 W. NORTH AVENUE
BALTIMORE, MD 21216-3698**

CONTRACT BETWEEN

COPPIN STATE UNIVERSITY
AND
(CONTRACTOR)

This Contract, made as of the ____ day of _____ between Coppin State University, 2500 West North Avenue, Baltimore, Maryland 21216, a constituent institution of the University System of Maryland (USM), an agency of the State of Maryland, herein after referred as the "University" AND _____ hereafter referred as the "Contractor". The parties hereby agree as follows:

1. **Terms of Contract**

The period for this contract will be from _____ through _____

2. **Scope of Work**

In accordance with the terms and conditions set forth herein, unless otherwise noted in writing and agreed to by both parties, The Contractor will _____. The Contractor's obligations and duties under this Contract shall include, but are not limited to the terms, conditions, and specifications contained in IFB/ RFP No. _____ and any amendments, addenda, or changes thereto as well as the Contractor's Proposal dated _____ submitted in response to the aforementioned IFB and any amendments, or changes agreed to. These obligations and duties are subject to the unilateral right of the University to order, in writing, any changes in the work within the scope of the Contract.

3. **Compensation and Method of Payment**

- (a) As compensation for satisfactory performance of work described in paragraph 1, above, the University will pay the Contractor the sum of _____ USD).
- (b) Payments to the Contractor pursuant to this Contract shall be made through the Accounts Payable Office at Coppin State University and will be processed in keeping with established procedures for payment of contractual services as stated in term 4, Payment of University Obligations.
- (c) The Contractor shall be paid only for items or services that are specifically named in this Contract. There will be no additional costs for items or services that will be paid by the University, without the University's prior express written consent.

4. **Payment of University Obligations**

Payments to Contractor pursuant to this Contract shall be made no later than 30 days after receipt of a properly itemized invoice from Contractor by University's Department of Accounts Payable. Charges for later payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated code of Maryland, are prohibited.

5. **Contractor's Invoices**

Contractor agrees to include on the face of all invoices billed to the State, its Federal Tax Identification or Social Security Number.

6. Indemnity and Insurance

The Contractor shall indemnify and save and keep harmless the University, University System and the State against or all loss, cost, damage, claim, expense, or liability whatsoever, if any there be, because of accident or injury to persons or property of other occurring in connection with the operations under the contract. The Contractor shall secure, pay the premiums for, and keep in force at all times during the terms of this contract until the expiration of this Contract and any renewal thereof, adequate insurance as provided below, such insurance to specifically include the liability assumed by the Contractor under this Contract.

- a. Workmen's Compensation Insurance as required by the laws of the State;
- b. Owner's, landlord's, tenant's and Contractor's employee's, agent's liability insurance, with limits for each occurrence of not less than one million dollars (\$1,000,000.00) with respect to personal injury, death or property damage. The insurance company or companies shall be licensed to do business in the State of Maryland.
- c. If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$50,000 for each person and \$100,000 for each accident, and property damage liability insurance, with a limit of not less than \$45,000 for each accident.

All policies for liability protection bodily injury or property damage shall include the University as an additional insured as respects operations under the Contract and premises occupied by the Contractor, provided, however, with respect to the Contractor's liability for bodily injury or property damage under (b) and (c) above, such insurance shall cover and not exclude, Contractor's liability for injury to the property of the University and to the persons or property of employees, students, inmates, visitors, faculty members, agents, officers, regents, invites or guests of the University. Each policy of insurance shall contain the following endorsement. "It is understood and agreed that the Contractor's Insurance Company shall notify in writing the Procurement Officer at Coppin State University, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company shall be furnished to the University. A certificate of insurance for workmen's compensation together with a properly executed endorsement for cancellation notice shall also be furnished. The above policies and certificate shall be delivered to the Procurement Officer at Coppin State University within fifteen (15) days following the date of notice of Contract award. The insurance companies providing the above coverage shall be subject to approval by the University. Contractor(s) and their insurance companies shall be prepared to increase the coverage if required by the laws of the State. Notices of policy changes shall be furnished to the Procurement Officer at Coppin State University and the Vice President for Administration & Finance.

Mr. Stephen Danik
Vice President for Administration and Finance
Coppin State University
2500 W. North Avenue
Baltimore, MD 21216

7. Contract Modifications

CSU may at any time, by written order, make changes within the general scope of this Contract, including but not limited to changes (i) in specifications; (ii) in the method, quantity, or manner of performance of the work; (iii) in any University-furnished facilities, equipment, materials, services, or site; or (iv) directing acceleration in the performance of this work.

The personnel assigned to the performance of the work are considered an integral facet of the performance of this contract. Contractor may not substitute personnel assigned to the contract as specified in Contractor's proposal without the prior written consent of CSU.

8. Delays and Extension of Time

Contractor agrees to perform the work continuously and diligently, and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State of Maryland in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either Contractor or its subcontractors or suppliers.

9. Independent Contractor

It is understood and agreed that the Contractor is an independent contractor of CSU, and not an employee. CSU will not withhold income taxes, social security, or any other sums from the payments made to the Contractor hereunder. If the Contractor employs additional persons in the performance of the Contract, those persons shall in no way be considered employees of the University, but rather they shall be employees or

contractors of the Contractor, and the Contractor bears full responsibility for compensating those persons. The Contractor shall in no way hold herself out to any third person(s) as an agent of CSU.

10. Non-Hiring of Employees

No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become employed by or be an employee of Contractor.

11. Suspension of Work

CSU unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of times as it may determine to be appropriate for the convenience of CSU.

12. Site Investigation

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the University, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The University assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the University."

13. Differing Site Conditions

- (1). The Contractor shall promptly, and before such conditions are disturbed, notify the procurement officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The procurement officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.
- (2). No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (1) above; provided, however, the time prescribed therefore may be extended by the University. (3) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract."

14. Disputes

This contract shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

15. Termination for Default

If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

16. Termination for Convenience

The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

17. Retention of Records

The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by CSU hereunder or any applicable statutes of limitations, whichever is longer, and

shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or his designee, at all reasonable times.

18. General Terms

- 18.1 This Contract shall be governed by the laws of the State of Maryland without reference to conflict of law principles. All legal actions must be brought in the courts in the State of Maryland or in the U.S District Court for the District of Maryland. Contractor consents to the jurisdiction of said courts.
- 18.2 All terms and conditions of CSU's Invitation for Bids, Request for Proposals and any amendments thereto (hereinafter "CSU's Request for Bids/Proposals") attached hereto, if applicable, are made a part of this Contract. This Contract, the University's purchase order attached hereto and made a part hereof, embody the entire understanding of the parties and shall supersede all previous communications, representations, and/or understandings, either written or verbal, between parties, relating to the subject matter hereof.
- 18.3 It is mutually agreed that Contractor's bid is supplemental and subordinated to CSU Contractor Contract. The terms and conditions of this CSU Contractor Contract and the rights, privileges, duties, and obligations arising pursuant thereto shall in the event of conflict and at all other times and in all events and situations be controlling. This Contract shall not be deemed or construed to be modified, amended, extended, rescinded, canceled, or waived in whole, or in part, except by written amendment of the parties hereto.
- 18.4 This Contract may not be assigned or otherwise transferred by Contractor.
- 18.5 In the event that any of the terms of this Contract is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Contract, and all the remaining terms of this Contract shall remain in full force and effect.
- 18.6 No action, regardless of form, arising out of this Contract may be brought by either party more than one (1) year after the cause of action has arisen.
- 18.7 No waiver by either party of any breach of any provision of this Contract shall constitute a waiver of any other breach of that or any other provision of this Contract.
- 18.8 Any proposal or terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this Contract is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this Contract may not be waived.

19. Notices

Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed or five calendar days after deposit in any U.S. mailbox, first class (registered or certified) and addressed to the other party as follows:

For Coppin State University:

Stephen R. Danik
Vice President for Administration & Finance
Coppin State University
2500 W. North Avenue
Baltimore, MD 21216

With copy to:

Mr. Thomas Dawson
Associate Vice President for Procurement and Business Services
Coppin State University
2500 W. North Avenue
Baltimore, MD 21216

For the Contractor:

20. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. Contractor is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

- B. Contractor is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. Contractor shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. Contractor shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations; under this Contract.
21. Specifications
All materials, equipment, supplies or services shall conform to federal and state laws and regulations and to the specifications contained in the bid/proposal solicitation, if applicable.
22. Delivery and Acceptance
Delivery shall be made in accordance with the solicitation specifications/quotation if applicable. CSU, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. CSU unilaterally may order in writing the suspension, delay, or interruption performance hereunder. CSU reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met.
23. Nondiscrimination in Employment
The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provisions similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
24. Financial Disclosure
The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year shall, within thirty (30) days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business. Proof of such filing is to be provided to CSU upon request.
25. Political Contribution Disclosure
The Contractor shall comply with the provisions of Article 33, Sections 30-1 through 30-4, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State or its agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
26. Anti-Bribery
The Contractor warrants that neither it nor any officer, director of partner, nor any employee involved in obtaining contracts or performing with the State, or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe, nor has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.
27. Registration
Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston, St., Baltimore, Maryland, 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. Contractor warrants that she has complied with registration requirement.
28. Contingent Fees
The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
29. EPA Compliance
Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

30. Occupational Safety and Health Act (O.S.H.A.)
All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.
31. Multi-Year Contract
If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance in any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided however, that this will not affect either CSU's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and CSU from further performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. CSU shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
32. Intellectual Property
Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.
33. Pre-existing Regulations
The regulations set forth in the University System of Maryland's (USM) Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
34. Indemnification
CSU shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.
35. Drug and Alcohol Free Work Place
The Contractor warrants that it shall comply with the University System of Maryland's (USM) Procurement Policies and Procedures, and that the Contractor shall remain in compliance throughout the term of this Contract.
36. Tax Exemption
The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland sales tax, and the exemption does not apply.
37. Cost and Price Certification
- A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
 - (1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
 - (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
 - B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.
38. Truth-in-Negotiation Certification
The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:
- A. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
 - B. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or non-current wage rates or other units of costs, CSU is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. CSU's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

- C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete, or non-current wage rates and other factual costs.

IN WITNESS WHEREOF, the authorized officers of the respective parties have hereunto set their hands and the seals of the parties.

COPPIN STATE UNIVERSITY

By: _____
(Signature)

Name: _____
(Typed or Printed)

Title: _____

Date: _____

(Signature)

Name: _____
(Typed or Printed)

Title: _____

Date: _____

Address: _____

Telephone: _____

Fax No.: _____

Note: To the extent that the terms and conditions of the purchase order and the Contractor contract conflict the purchase order terms and conditions supersede the Contractor contract terms and conditions.

[END OF SECTION VII]